

VENDOR REGISTRATION

Louisiana Procurement and Contract Network
State of Louisiana Secretary of State
SAMS (System for Award Management)

Note to Vendor:

LaPAC Postings (Louisiana Procurement and Contract Network)

Electronic Access to Solicitations

Invitations to Bid (ITBs) and Requests for Proposal (RFPs), Addenda, or public notices thereof, issued by Southern University and A&M College are electronically posted on the State of Louisiana (LaPAC) website administered by the Division of Administration, Office of State Procurement.

LaPAC, offers Vendors electronic access to solicitations issued by state agencies. Vendors enrolled in LaPAC will receive e-mail notification of Southern University postings.

All new vendors that wish to register must use the **LaGov vendor enrollment portal** and pay subscriptions fees to receive email notifications of bid opportunities effective April 1, 2014.

For additional information, visit the State Procurement website at <https://www.cfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

State of Louisiana Secretary of State

Visit the Secretary of State website for registration information.
www.sos.la.gov

SAMS (System for Award Management)

Federal funded projects \$25,000 or more require a DUNS number and company shall be registered with SAM (this is not a federal funded project). However, we recommend registering with SAM for future projects.

SAMS (System for Award Management)
www.sam.gov

Southern University and A&M College System

REQUEST FOR BID CABLE TELEVISION SERVICES

Office of Information Technology

July 12, 2016 @ 3:00 PM

All Times are Central Standard Time (CST)

Site Visit (non-mandatory)

If needed, site visit shall be done by

June 24, 2016

Contacts: Lloyd Allen

lloyd_allen@subr.edu 771-3512 or

Brandon Johnson

brandon_johnson@subr.edu

Telephone: (225) 771-5720

Office of Information Technology

Deadline to Submit Inquiries:

June 28, 2016 by 5:00 PM

Submit Inquiries to:

Linda Antoine, Interim Director

Purchasing Department

linda_antoine@subr.edu

Deadline to Respond to Inquiries:

July 1, 2016 by 5:00 PM

Deadline to Submit Bid:

July 12, 2016 by 3:00 PM

Submit Bid to:

Linda Antoine, Interim Director

Southern University

Purchasing Department

P. O. Box 9534 or

James L. Prestage Drive

J. S. Clark Adm. Bldg. Annex,

1st Floor

Baton Rouge, LA 70813

(225) 771-4587 or 771-2804

INITIAL AND RETURN WITH BID _____

**SOUTHERN UNIVERSITY AND A & M COLLEGE
PURCHASING DEPARTMENT
Post Office Box 9534
J.S. Clark Administration Annex Building
James J. Prestage Drive
1st Floor East
Baton Rouge, Louisiana 70813**

INVITATION TO BID (ITB):

CABLE TELEVISION SERVICES

Bids will be received at the above office until **July 12, 2016 @ 3:00 p.m.** and at that time publicly opened and read. Bids received after above specified time and date will be returned unopened.

BID OF: _____
(Company's Name)

ADDRESS: _____
(Company's Address)

Bids shall be mailed to:
Southern University
Purchasing Department
Post Office Box 9534
Baton Rouge, Louisiana 70813

As an alternative, bids may be hand delivered to:
Southern University
Purchasing Department
1st Floor East – James L. Prestage Drive
J. S. Clark Administration Annex Building
Baton Rouge, Louisiana 70813

Bidders are solely responsible for ensuring timely delivery of their bids. The Purchasing Department is not responsible for any delays caused by bidders' chosen means of bid delivery. Failure to meet bid opening date and time result in rejection of bids.

Contractor certifies that specifications have been carefully examined and/or plans and General Terms and Conditions of the bid documents, bid inquiries form, insurance requirements and have personally inspected the site; and that there is a clear understanding of said documents. Contractor is to provide necessary tools, machinery, apparatus and other means of construction and to furnish all labor and materials specified in the contract, or called for by specifications necessary to complete and finish in a thorough and workmanlike manner, the proposed:

Bidder: _____
Company's Name

Signature: _____
Evidence of authority to submit the bid shall be required in accordance with R.S. 39:1594 (C)(4).

Print Name: _____

Title: _____

Date: _____

Telephone Number: _____

Fax Number: _____

FEIN/TAX ID #: _____

Bid No. 10209 _____

Email Address: _____

ADVERTISEMENT FOR BID

Sealed bids will be received by Southern University, Baton Rouge, Louisiana, in the Purchasing Office, J. S. Clark Administration Building Annex, South Entrance, 1st Floor East until the date indicated for the following:

CABLE TELEVISION SERVICES
SOUTHERN UNIVERSITY OFFICE OF TECHNOLOGY
JULY 12, 2016 @ 3:00 PM

Bidders are solely responsible for ensuring timely delivery of their bids. The Purchasing Department is not responsible for any delays caused by bidders' chosen means of bid delivery. Failure to meet bid opening date and time result in rejection of bids.

NON-MANDATORY JOB SITE VISIT:

Before submitting bid, it is suggested that Bidder inspect the proposed site and acquaint themselves with all the conditions under which the work will be done. No additional compensation will be granted because of unusual difficulties which may be encountered in the execution of any portion of the work. Bidder shall visit the site and be familiarized with the local conditions under which the work is to be performed.

*Job Site Visit Office Telephone Numbers: (225) 771-3512 LLOYD ALLEN (Lloyd_allen@subr.edu) or (225) 771-5720 Brandon Johnson (Brandon_johnson@subr.edu) Southern University Office of Information Technology. **If needed, site visited shall be done by June 24, 2016.***

*Inquiries will be accepted until **June 28, 2016 by 5:00 p.m.** Inquiries may be submitted to Linda A. Antoine at linda_antoine@subr.edu.*

Any person requiring special accommodations should notify the Purchasing Office of the type(s) of accommodation required not less than seven (7) days before the bid opening date.

Bids may be withdrawn by written, telegraphic or fax notice received at the address designated in the Invitation to Bid prior to the time set for bid opening, as recorded by date stamp at the Purchasing Office. Bids received after closing time will be returned unopened. Evidence of authority to submit the bid shall be required in accordance with R.S. 39:1594(4).

All bids must be accompanied by bid security equal to five (5%) percent of the sum of the base bid and all alternates and must be in the form of a *certified/official check, cashier's check or bid bond*, made payable to Southern University and A & M College. Surety represents that it is listed on the current U.S. Department of the Treasury Financial Management Service list of approved bonding companies and that is listed thereon as approved for amount equal to or greater than the amount for which it obligates itself in this instrument. No bid bond indicating an obligation of less than five percent (5%) by any method is acceptable.

The Southern University System is a participant in the Louisiana for the Small Entrepreneurships Program (the Hudson Initiative) and the Louisiana Initiative for Veterans and Service-Connected Disabled Veterans-Owned Business Small Entrepreneurships. Bidders are encouraged to consider participation. A list of certified vendors and additional information can be obtained from website <http://www.ledsmallbiz.com>. Potential participants may also register at this website.

ALL BID SPECIFICATIONS CAN BE OBTAINED BY ACCESSING LOUISIANA STATE PURCHASING WEBSITE/LAPAC www.doa.la.gov/osp (click on LaPac). BIDDERS ARE RESPONSIBLE FOR CHECKING LAPAC FOR ADDENDUM.

*For any questions concerning front end bid documents, please call **Linda A. Antoine, Interim Director of Purchasing @ (225) 771-4580.***

*The University reserves the right to reject any and all bids and to waive any informalities incidental thereto. Bids will be accepted only from contractors who are licensed under Louisiana R.S. 37:2150-2173 for the classification of: **Public Utilities and Public Sector Related Services/Telecommunications Media Services/Television Services/Cable Television Services.***

AN EQUAL OPPORTUNITY EMPLOYER

SOUTHERN UNIVERSITY & A&M COLLEGE
Linda A. Antoine, Interim Director of Purchasing

TELEVISION CABLE SERVICES

SOUTHERN UNIVERSITY-BATON ROUGE

BACKGROUND

Southern University and A & M College at Baton Rouge (hereinafter termed “SU” or “University”) is a leader in providing unique academic programs, innovative research, and community service. SU adheres to the spirit of its function as an 1890 land-grant institution. The Southern University System is comprised of five campuses located in three cities and make up the nation’s only historically black University system. Southern University at Baton Rouge offers a myriad of opportunities for approximately 7,300 students. The University offers programs of study ranging from associate degrees to doctoral and professional degrees. As technology changes, Southern is being proactive with keeping up-to-date with the latest technologies in order to provide a lasting experience for its students. The goal is to provide a “home away from home” experience so more students would feel like they can call Southern University home. Southern provides the latest technologies such as Banner Services, Training Services (Microsoft Office, Moodle, Apple TV, etc.), network/wireless internet capabilities and Cable Television services. Southern is in the market to upgrade its current television platform into the new digital age of programming. All vendors are welcomed to present services that they can provide to Southern University.

GENERAL SPECIFICATIONS

SU seeks to conduct business with a qualified vendor that can demonstrate experience in providing cable television services in the higher education arena. This service will predominantly be for the Residence Halls but Southern plans to provide a “CATV feed” to Academic & Administration areas throughout campus. Potential vendors are to be aware of the current technology installed at Southern University that may be used to deliver multi-channel digital television to the campus. During the initial setup, it is the vendor’s responsibility for the proper installation of any equipment installed that will deliver the content that the vendor has to offer. Once completed, it is the vendor’s responsibility to conduct a one-time test for adequate optical signal levels at the demarcation point, Southern University’s headend. The project will be considered completed once the proper levels (**see SCOPE OF WORK for definition of “signal levels”**) have been obtained and the system (**including all components**) are working correctly. Failure to obtain sufficient optical levels (**levels that are satisfactory by the University’s IT dept.**) at the headend, along with the proper operation of other installed equipment by the vendor, shall not relieve the vendor from the necessity of furnishing and installing of equipment without any additional cost to the University. In addition, any materials, equipment or performing any labor that may be required to carry out the intent of the contract shall not be at any additional cost to SU.

STATUS OF OPERATION

Southern University currently maintains a cable television distribution network which delivers cable TV services from the headend to its users.

The University shall only consider Bids from financially responsible firms presently engaged in the business of providing multi-channel television programming services with premium/on-demand content. In addition, the vendor shall offer hardware & software options which allows the ability to stream to electronic devices for at least three (3) years at Colleges and Universities while providing support services in conjunction therewith.

(See Appendix B)

Contract Term

The contract shall be effective for a minimum of 3 years with an option of Southern University and agreed upon by both parties to renew for two (2) additional 12 month periods.

Fiscal Funding Clause

In accordance with LA R.S. 39:1615 (c) and (e), any contract entered into by the State as a result of this RFP shall include the following Fiscal Funding Clause:

“The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 30 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the

date of the beginning of the first fiscal year for which funds are not appropriated. All proposers should be aware that our legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.”

Programming

Southern requests a channel line-up consisting of at least sixty (60) channels plus the ability to stream at least 20+ channels over an IPTV platform. In addition, the vendor should provide a premium channel lineup with a variety of options for CATV services.

Contractor shall offer the latest programming from around the globe including foreign, education and entertainment programs not currently available with the local cable operator providing Southern University the programming flexibility to meet the demographic and educational needs of its community today and in to the future.

Contractor shall manage all of the program licensing, installing, repairing & shall have a maintenance agreement for the installation of new CATV equipment necessary to acquire cable television services at Southern.

The programming will be provided on a bulk basis to the headend and Southern will disperse it throughout its CATV distribution network. Students shall be able to access the channel listings with programming information through a channel listing service. See **Exhibit A** for the complete listing of available channels.

SUBMITTAL DEADLINE

Southern will accept proposals on or before **Tuesday, July 12, 2016 @ 3:00 P.M. CST**

University's

Purchasing Office located at:

Southern University

Post Office Box 9534 or

James L. Prestage Dr.

J. S. Clark Administration Building, First Floor

Baton Rouge, LA 70813

Attn: Linda Antoine

linda_antoine@subr.edu

UNIVERSITY CONTACTS

Any questions or concerns regarding this BID shall be directed to:

Southern University – Purchasing Department

Linda Antoine, Purchasing Director – linda_antoine@subr.edu

University specifically requests that Respondents restrict all contact and questions regarding this RFP to the above named individual. All concerns should be in writing.

INQUIRIES AND INTERPRETATIONS

Inquiries must be submitted in writing and received no later than close of business **(5:00 p.m.) on Tuesday, June 28, 2014**. Only those inquiries the University replies to which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect. The Respondent must acknowledge all addenda by either signing or returning such document(s) or by letter. Such acknowledgment must be received prior to the hour and date specified for receipt of proposals, or shall accompany the proposal.

LATE PROPOSALS

Late proposals will not be accepted or considered under any circumstance.

WITHDRAWAL OR MODIFICATION

No proposal may be changed, amended, modified by telegram or otherwise, after the same has been submitted or filed in response to this solicitation, except for obvious errors in extension. However, a proposal may be withdrawn and resubmitted any time prior to the time set for receipt of proposals. No proposal may be withdrawn after the submittal deadline without approval by the University, which shall be based on Respondent's submittal, in writing, of a reason acceptable to the University.

DEFAULT

In the event that the Contractor fails to carry out or comply with any of the terms and conditions of the Contract with the University, the University may notify the Contractor of such failure or default in writing and demand that the failure or default be remedied within ten (10) days; and in the event that the Contractor fails to remedy such failure or default within the ten (10) day period, the University shall have the right to cancel the Contract without limiting the foregoing, the following shall constitute a material breach by the Contractor, upon the occurrence of which the Contractor shall immediately notify the University; the Contractor ceases its business operation, makes a general assignment for the benefit of creditors, is adjudged bankrupt, and becomes insolvent, buyout or merger, or non-compliance to governmental requirements.

[END OF SECTION]

SCOPE OF WORK

SU requests bids from qualified companies, hereinafter referred to as “Contractor” or “Vendor”, whom are looking forward to providing cable television services. They must be able to meet the minimum requirements and be able to provide the following: Provide basic cable channel lineup over Southern’s managed CATV system to all living dormitory units including multiple academic & administrative buildings. 2,100 active RF outlets are the maximum amount throughout Southern university.

Note: Southern’s Information Technology department will provide the list of buildings during the contractor’s initial visit.

1. Terms of Contract: At least 3 years with the option for up to two (2) one (1) year extensions.
2. Provide a basic cable channel lineup of at least 60 digital channels and 20+ HD channels, as specified in **Exhibit A**. Local channels need to be included as well.
3. All digital content should be delivered to customers in an “unscrambled” transmission format directly supported by commercially available consumer digital-cable-ready television set receivers equipped with standard QAM tuners. No additional equipment, including “set top boxes,” shall be required to receive or view the digital content.
4. In addition, the vendor is required to offer additional services (e.g., premium content services, IPTV capabilities, on-demand services beyond specified in Exhibit A).

Specification and requirements for these services must be provided to Southern IT department.

5. Provider will provide on-site service and maintenance just for the equipment that was installed by the provider. Southern will manage its Headend & distribution network.
6. University will make available at least $\frac{1}{2}$ (.5) rack of Equipment Space located in J.B. Moore Hall where the fiber terminates. In addition, Southern will provide the proper power requirements needed by the vendor during the installation of equipment.

Note: Vendor will discuss Power, Network & Space requirements with IT department before installation for approval.

7. Vendor shall be mindful that Southern's Headend supports the frequency range between 55 MHz to 755 MHz.
8. The vendor must meet all the standard codes during and at the end of the installation of all equipment. Equipment must be installed to Southern's satisfaction including in functioning condition after the installation is completed.
9. Signal levels are defined by the clarity of the picture on multiple television sets throughout Southern's campus.

OVERVIEW OF TECHNICAL REQUIREMENTS

The contractor shall describe their installation process in addition with all equipment that shall be installed with any wiring changes that will be required. The contractor shall explain all in detail including the method for capturing and distributing content throughout the campus, the strength & reliability of the delivery of its signal for programming, define timelines for completion, anticipated issues that could delay the installation process and a map and documentation of the system and any other strategy needed to install this system.

EQUIPMENT INSTALLATION

Bid prices must include ALL charges, including, but not limited to, labor, equipment, materials, and insurance.

CATV equipment must be installed, with Proof of Performance that each installed equipment is in a functioning condition by Friday, July 29, 2016.

Acceptance testing will occur within 15 days after the hardware and any software has been installed. Acceptance testing will be performed by the University and will consist of verification of the specifications and performance requirements to various CATV ready buildings at SU.

LAWS AND REGULATIONS

The Contractor shall be directed to the fact that all applicable State Laws, Municipal Ordinances and Rules and Regulations of all authorities having jurisdiction in the State of Louisiana shall apply to the contract throughout, and they will be deemed to be included in the contract as though therein written out in full. The contractor shall be financially

responsible for obtaining all required permits, licenses, and bonding to comply with Southern University and State of Louisiana regulations and shall assume liability for all applicable taxes, county, state and federal laws. Contractor shall be registered to do business in Louisiana. Operator shall submit installation requirements regarding equipment to comply with FCC regulations.

Auditors

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of contractor, which relate to this contract.

Remedies for Default

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA - R.S. 39:1524 - 1526.

Termination of the Contract for Cause

a.) The University may terminate the contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

b.) The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of the contract, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

Termination of the Contract for Convenience

a.) Either party may terminate the contract at any time by giving one hundred twenty (120) days written notice to the other party of such termination or negotiating with each other for an effective date.

b.) The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Termination for Non-Appropriation of Funds

The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Louisiana legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Indemnification

- a.) Contractor shall indemnify and hold harmless the State of Louisiana, University, its officials, agents and employees from liability of any nature or kind for action by Contractor related to violation of copy right laws whereby the contractor is not the patentee, assignee, or licensee.
- b.) Contractor shall indemnify and hold harmless the State of Louisiana, University, its officials, agents and employees from any and all claims, demands, actions or causes of actions arising from the fault of Contractor, its parent, and its subsidiaries, and the directors, officers, employees agents, representatives, sub-contractors, and suppliers of all of them.
- c.) Contractor agrees to protect, defend, indemnify, save, and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by Contractor as a result of any claim, demands, and/or causes of action except those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees.

Permits, Licenses, Taxes, and Certificate of Authority

- a.) The Contractor shall secure and furnish to the University all necessary licenses and permits that are required to conduct business in the State of Louisiana and East Baton Rouge Parish. It is the responsibility of the Contractor to keep current verification of all licenses and/or permits at all times during the terms of the contract.
- b.) The Contractor shall be responsible for payment of all labor, equipment, materials, services supervision, bonds, insurance, taxes and any other costs necessary to execute, in full conformity, with an agreed upon contract. The Contractor shall be responsible for any applicable Federal, State, County, Parish, Municipal, or other taxes. The Contractor hereby agrees that the responsibility for payment of taxes from the sales of goods and

services under this agreement shall be said Contractor's obligation and identified under their federal tax identification number.

c.) The Contractor is responsible for withholding state and federal income taxes, and shall provide workmen's compensation insurance for its employees. The Contractor shall also comply with all other laws relating to employees such as wage and labor laws, safety and health requirements, and other applicable regulations.

Insurance and Bond

The Contractor shall maintain insurance and bond for duration of agreement.

Discrimination Clause

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

AUTHENTICATION (IF APPLICABLE)

The vendor shall maintain a method of privacy for on-campus students that will use the IPTV services offered. Some form of authentication and authorization for on-campus students to access programming through smart devices or other forms of devices shall be created. No third party entity shall be allowed to access or manage student information. The vendor shall provide their options for authentication to Southern's IT staff.

PRE-TEST

After the contractor has verified, through testing, that all components of the system(s) are in compliance with the manufacturer's specifications, then the contractor shall verify, through further testing, that the components operate as a system, and comply with the overall requirements of this document. After the contractor has, in his opinion, completed his work, including the supplying of operating and service manuals, then contractor shall schedule acceptance with owner.

ACCEPTANCE TEST

Before the installation shall be considered complete, the contractor shall conduct an operating test for approval. The system shall be demonstrated to operate in accordance with the requirements of this document where SU IT staff will conduct a series of tests for exceptional picture quality to the resident dorms and other areas. The contractor shall furnish all equipment and personnel required for the test. Should this demonstration fail, the contractor shall conduct all necessary remedial work then retest the system for efficient performance. This includes the replacement of any defective equipment or any ancillary items that may be required to provide the level of performance contemplated by this document.

OWNERSHIP OF EQUIPMENT

Ownership of all equipment provided by the Contractor for this contract will become the property of the University upon completion of the contract, or the equipment will be removed by vendor at Southern University request under University's supervision. The University agrees to take such measures as may be reasonably required, as defined by the University, for the protection against loss by pilferage or destruction. The University shall inform the

Contractor immediately upon knowing of pilferage or destruction to equipment. The Contractor shall have full responsibility for the costs of any damage or loss to its equipment or premises and equipment of the University caused by the negligence of the Contractor or its employees. Contractor will be responsible for purchase and installation of all equipment to perform the services required in the required locations.

EMERGENCY ALERT SYSTEM

The completed MULTI-CHANNEL TELEVISION system shall act as a medium to deliver Emergency Alert (EAS) content to the campus in conjunction with an existing audio warning service. The system shall be designed to interface and accept a triggered override for all EAS alerts. The system should be able to deliver video (slate, crawl, etc) as well as the audio information on the same override channel.

MAINTENANCE AND CUSTOMER SERVICE

Contractor shall provide Southern University with a designated certified maintenance technician(s), who will be familiar with the cable system. Key personnel on SU campus will be available to meet any emergency needs. Bid shall include a standard maintenance package with semi-annual preventative maintenance visits to sweep & balance the headed system, as well as, emergency maintenance on this system. The Contractor shall repair the university owned equipment by scheduling a time of arrival and provide the proper materials and equipment needed. The contractor shall describe their plan for regular maintenance of all equipment, the plan to change out any equipment or wiring, if needed. The Contractor shall define their preventative maintenance schedule for both equipment and signal integrity. The Contractor shall define a recovery or backup plan during a system outage to SU IT staff..

CUSTOMER SERVICE

Contractor shall provide an Account Manager, assigned to Southern University to address any and all business matters relating to programming, equipment, and billing. Contractor shall provide a toll free number Customer Service Center for service related issues.

DEMARCATIION

The demarcation point ends for the vendor shall be the transition between the equipment installed by the vendor and the start of Southern's Headend system.

END OF SECTION

VENDOR INFORMATION

COMPANY'S NAME _____

ADDRESS _____

TELEPHONE _____ **FAX** _____

EMAIL _____

LICENSE NUMBER _____

DUNS NUMBER _____

FEDERAL TAX ID NUMBER _____

PRINT NAME _____

AUTHORIZED SIGNATURE _____

Signature Authorization: In accordance with R. S. 38:2212 (a) (1) (c) (c) and/or R. S.

39:1594 (c) (2)

TITLE _____

Initial and return with bid _____

COST SHEET

BASE BID (Per Appendix A): I/We agree to perform all work described in the specifications under base bid heading for the sum of

_____ **Dollars\$**_____

BID SECURITY: Attached is the sum of five (5) percent of the total base bid,

_____ **Dollars\$**_____

which will become the property of the Owner (Southern University) in the event the awardee fails to furnish required insurance certificate and a performance & payment bond (if required) within the time set forth. The bid security will serve as liquidated damages for the delay and additional work caused thereby.

VENDOR INFORMATION AND COST SHEET (page 2)
(Optional Bid Items)

COMPANY'S NAME _____

****Optional items to Bid (see additional information below)**

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED TOTAL</u>
20+ IPTV STATIONS _____	12 MO	_____	
HBO PREMIUM	12 MO	_____	_____
SHOWTIME PREMIUM	12 MO	_____	_____

Initial and return with bid _____

APPENDIX A**EXHIBIT A
CHANNEL LINEUP**

Southern University Channel 74	ESPN 2	NHL Network
Southern University Channel 75	ESPN NEWS	Nickelodeon
ABC - WBRZ	ESPN CLASSIC	Once Mexico
CBS - WAFB	ESPN U	Ovation TV
CW - WBRL	EWTN	OWN
PBS - WLPB	Food Network	Oxygen
NBC - WVLA	FOX Business	Planet Green
FOX - WGMB	FOX Movie Channel	Reelzchannel
Fox Sports Southwest	FOX News	RFD TV
A&E	Fuel	Science Channel
ABC Family	FUSE	Sleuth
American Movie Classic	F/X	Soap Net
Animal Planet	Game Show Network	Speed
BET	Golf	Spike
Big Ten Network	Gospel Music Channel	Sportsman Channel
Big Ten Alternative	History Channel	Syfy
Biography Channel	History International	TBN
Bloomberg	HITN	TBS
Bravo	HGTV	Tennis Channel
Cartoon	Independent Film Channel	The 101
CBS College Sports	Investigation Discovery	The Learning Channel
Chiller	Lifetime	TNT
Country Music Television	Lifetime Movie Network	truTV
CNBC	Link TV	Travel Channel
CNN	LOGO	TV Land
CNN Headline News	Military Channel	TV ONE
Comedy Central	Major League Baseball	USA
Cooking Channel	Mountain West Sports	Versus
CSPAN	MSNBC	VH1
CSPAN2	MTV	VH1 Classic
Current TV	MTV2	Women's Entertainment
Discovery Channel	NASA	The Weather Channel
Discovery Fit and Health	National Geographic	The World Network
Documentary Channel	National Geographic Wild	World Harvest
E! Entertainment	NBA	
ESPN	NFL Network	

High Definition Television (HDTV)

101 Network HD	Fox Business Network HD	Planet Green HD
A&E HD	Fox News Channel HD	Science Channel HD
ABC Family HD	Fuel HD	Spike HD
Animal Planet HD	FX HD	Speed HD
BET HD	Golf Channel HD	Syfy HD
Big Ten Network HD	HDNET HD	TBS HD
Biography Channel HD	HD Theater HD	Tennis HD
Bravo HD	History HD	TNT HD
Cartoon Network HD	Learning Channel HD	Travel HD
CBS College Sports HD	Lifetime HD	USA HD
Country Music Television HD	MLB HD	Versus HD
CNBC HD	MSNBC HD	VH1 HD
CNN HD	MTV HD	Weather Channel HD
Comedy Central HD	National Geographic HD	ESPN HD
Discovery Channel HD	NFL Network HD	ESPN 2 HD
ESPN U HD	NHL Network HD	ESPN News HD
Food Network HD	Nickelodeon HD	HGTV HD
		NBA HD

APPENDIX B

**LIST THE COLLEGES/UNIVERSITIES THAT YOU HAVE PROVIDED CABLE SERVICES
WITHIN THE LAST FIVE (5 YEARS):**

1. NAME _____

ADDRESS _____

TELEPHONE _____ **FAX** _____

EMAIL _____

2. NAME _____

ADDRESS _____

TELEPHONE _____ **FAX** _____

EMAIL _____

3. NAME _____

ADDRESS _____

TELEPHONE _____ **FAX** _____

EMAIL _____

Initial and return with bid _____

4. NAME _____

ADDRESS _____

TELEPHONE _____ FAX _____

EMAIL _____

5. NAME _____

ADDRESS _____

TELEPHONE _____ FAX _____

EMAIL _____

6. NAME _____

ADDRESS _____

TELEPHONE _____ FAX _____

EMAIL _____

INSURANCE REQUIREMENTS

Before commencing work, (vendor/contractor anchor subcontractor) shall obtain at its own cost and expense the following insurance in insurance companies authorized in the State, with an A.M. Best rating of A-:V1 or higher and shall provide evidence of such insurance to Southern University, as may be required by Southern University. The policies or certificates thereof shall provide that thirty (30) days prior to cancellation notices of same shall be given to Southern University Purchasing Department by return receipt requested, for all of the following stated insurance policies. All notices shall name the other party and identify the agreement or contract number.

- A. Workers' Compensation — Statutory — in compliance with the Compensation law of the State.
Exception: Employers Liability is to be \$1,000,000 when work is to be over water and involves maritime exposure. (A.M. Best's rating requirement mentioned may be waived for workers compensation coverage only.)
- B. Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and property damage. This insurance shall include the following coverage:
 - 1. Premises — Operations
 - 2. Broad Form Contractual Liability
 - 3. Products and Completed Operations
 - 4. Use of Contractors and Subcontractors
 - 5. Personal Injury
 - 6. Broad Form Property Damage
- C. Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and property damage unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverage:
 - 1. Owned automobiles
 - 2. Hired automobiles
 - 3. Non-owned automobiles

Note: If the vendor/contractor does not own an automobile and an automobile is utilized in the execution of the contract, then only hired and non-owned coverage is acceptable. If an automobile is not utilized in the execution of the contract, then automobile coverage is not required.

Southern University and Agricultural & Mechanical College shall be named as additional insured on all liability policies. A Thirty (30) day prior notice of cancellation must be given to the University for All Required Coverage. Insurance must be from a company with an A.M. Best's rating of no less than A-:V1 who is authorized to do business in the State of Louisiana. The A.M. Best's rating requirement may be waived for Worker's Compensation only.

The successful contractor is to provide the owner with a certificate of insurance prior to commencement of work.

Location of All Operations Shall be "All Locations"

Contractor certifies that company is insured:

Signature _____
Evidence of authority to submit the bid shall be required in accordance with R.S. 39:1594(c)(4)

Print: _____

Successor Bidder will be required to send insurance certificate.

GENERAL TERMS & CONDITIONS

Southern University Purchasing Department will receive sealed bids until the time and date specified in this Invitation for Bid (IFB). No bid will be considered if received by the Purchasing Department after the specified time and date. Beginning at that time, bids will be publicly opened and read in the Conference Room-1st Floor East of the J.S. Clark Administration Annex Building, or another designated area.

Bids should be mailed to:

Southern University
Purchasing Department
Post Office Box 9534
Baton Rouge, Louisiana 70813

As an alternative, bids may be hand delivered to:

Southern University
Purchasing Department
1st Floor East-James L. Prestage
J. S. Clark Administration Building
Baton Rouge, Louisiana 70813

Bids submitted are subject to provisions of but not limited to La.R.S.39:1551-1736; Purchasing Rules and Regulations; Executive Orders; the General Conditions; and Special Conditions; and Specifications listed in this Invitation for Bid. Southern University reserves the right to award items separately, grouped or on an all or none basis and to reject any or all bids and waive any informalities.

COMPLETE WORDING FOR ALL REVISED STATUTES CAN BE SEARCHED ON THE STATE WEBSITE AT WWW.LEGIS.STATE.LA.US

INQUIRIES:

No negotiations, decisions, or actions will be executed by any bidder as a result of any oral discussion with any University employee or State Consultant. Only those transactions which are in writing, sent to **Linda A. Antoine, Interim Director of Purchasing, will be considered as valid.** Likewise, the University will only consider communication from bidders, signed and in writing, either by email: **linda_antoine@subr.edu**, fax: (225)771-2026 or by mail; to the attention of the Purchasing Department, Post Box 9534, Baton Rouge, Louisiana 70813, Attention: Linda A. Antoine. **Please note that all inquiries sent via mail/fax/email should be sent on June 28, 2016 by 5:00 p.m.**

INSTRUCTIONS TO BIDDERS

1. Bid Forms

All written bids, unless otherwise provided for, must be submitted on, and in accordance with forms provided and properly signed in ink. Bids submitted in the following manner will not be accepted:

Bid containing no signature indicating intent to be bound

(1) Bid filled out in pencil

(2) Bid not submitted on University standard forms

Bids must be received at the address specified in the Invitation for Bid prior to bid opening time in order to be considered. Telegraphic and fax alterations to bids received before bid opening time will be considered provided formal bid and written alteration have been received and time-stamped before bid opening time.

2. Envelope

Bidders are requested to submit bid package in an envelope of your choice that is clearly marked identifying the company's name, complete address, bid number, time of bid opening, the scheduled opening date and license number if applicable.

3. Standards of Quality

Any product or service bid shall conform to all applicable federal, state and local laws, regulations and the specifications contained in the IFB. Unless otherwise specified in the IFB, any manufacturer's name, trade name, brand name, or catalog numbers used in the specifications is for the purpose of describing the quality level, performance and characteristics required. Bidder must specify the brand and model number of the product offered in his/her bid. Bids not specifying brand and model numbers will be considered as offering the exact product(s) specified in the IFB.

4. Descriptive Information

Bidders proposing an equivalent brand or model should submit information with bid (such as illustrations, descriptive literature, technical data) sufficient for the University to evaluate quality, suitability and compliance with the specifications in the IFB. Failure to submit descriptive information may cause bid to be rejected. Any change made to a manufacturer's published specification submitted for a product should be verifiable by the manufacturer. If item(s) bid do not fully comply with specifications (including brand and/or product number), bidder must state in what respect the item(s) deviate. Failure to note exceptions on the bid form will not relieve the successful bidder(s) from supplying the actual products requested.

5. Bid Opening

Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined 72 hours after request is made. Information pertaining to completed files may be secured by visiting the Purchasing Department during normal working hours. Written bid tabulations will not be furnished.

6. Prices

Unless otherwise specified by the Purchasing Department in the IFB, bid prices must be complete, including transportation, prepaid by bidder to destination. Bids other than FOB destination may be rejected. In the event of extension errors, the unit price shall prevail.

7. Payment Terms

Payment is to be made within thirty (30) days after receipt of properly executed invoice, or delivery and acceptance, whichever is later. Delinquent payment penalties are governed by **L.R.S. 39:1695**.

8. Deliveries

Bids may be rejected if the delivery time indicated is longer than that specified in the IFB.

9. Vendor Invoices

Invoices shall reference the Southern University purchase/release order number, vendor's packing list/delivery ticket, ticket number, shipping/delivery date, etc. Invoices are to be itemized and billed in accordance with the order and should show the amount of any prompt payment discount and submitted on the vendor's own invoice form. Invoices submitted by the vendor's supplier will not be accepted.

10. Tax Information/State of Louisiana

Vendor is responsible for including all applicable taxes in the bid prices. Southern University is exempt from all Louisiana state and local sales and use taxes. By accepting an award, resident and non-resident firms acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable, including but not limited to: franchise taxes, privilege taxes, sales taxes, use taxes, ad valorem taxes, etc. In accordance with Act Number 1029 of the 1991 Regular Session, effective September 1, 1991 state agencies will no longer be required to pay state sales tax.

11. New Products

Unless specifically called for in the IFB, all products for purchases must be new (never previously used) and the current model and/or packaging. The manufacturer's standard warranty will apply unless otherwise specified in the IFB.

12. Contract Renewals (if applicable)

Upon agreement of Southern University and the contractor, an open-ended requirements contract may be extended for two (2) additional twelve (12) month periods at the same prices, terms and conditions. In such cases, the total contract term cannot exceed thirty six (36) months.

13. Contract Cancellation

Southern University has the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including but not limited to, the following: (1) failure to deliver within time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) misrepresentations by the contractor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provision of state or federal law; (6) any other breach of contract.

14. AWARD AND EXECUTION OF CONTRACT:

The owner shall incur no obligation to the contractor until the contract between the owner and contractor is duly executed. If the contractor is notified of the acceptance of the bid within thirty (30) days of the opening bid date, contractor agrees to execute and deliver to owner, Performance and Payment Bond and Certificate of Insurance, a copy of which is attached to the Contract Documents, within ten (10) working days after notice from the Owner that the instrument is ready for signature.

15. Fiscal Funding Clause

In accordance with LA R.S.39:1615 (c) and (e), any contract entered into by the State of Louisiana and Southern University shall include the following Fiscal Funding Clause:

C. Termination due to unavailability of funds in succeeding years. When funds are not appropriated to support continuation of performance in a subsequent year of a multiyear contract, the contract for such subsequent year shall be terminated. When a contract is terminated under these conditions, no additional funds shall be paid to the contractor as a result of such action. **E.** With respect to all multiyear contracts, there shall be no provisions for a penalty to the state for the cancellation or early payment of the contract. The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. All proposers should be aware that our legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

16. Default of Contactor

Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the state had determined the contractor to be in default, the state reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.

17. Order of Priority

In the event there is a conflict between the Instructions to Bidders or General Conditions and the Special Conditions, the Special Conditions will govern.

18. Applicable Law

All contracts will be construed in accordance with and governed by the laws of State of Louisiana.

19. Certification of No Suspension or Debarment (\$25,000 or more)

By signing and submitting this bid, bidder certifies that its company, any subcontractors, or principals thereof, are not suspended or debarred under federal or state laws or regulations. A list of parties who have been suspended or debarred by federal agencies is maintained by the General Services Administration and can be viewed on the internet at www.sam.gov.

_____ Federal Funded XX Non-Federal Funded

20. Prohibited Contractual Arrangements

Per Louisiana R.S. 42:1113.a, no public servant, or member of such public servant's immediate family, or legal entity in which he is a controlling interest shall bid on or enter into any contract, subcontract, or other transaction that is under the supervision or jurisdiction of the agency of such public servant. See statute for complete law, exclusions and provisions.

21. Mutual Indemnification

Each party hereto agrees to indemnify, defend and hold the other, its officers, directors, agents and employees harmless from and against any and all losses, liabilities and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the indemnifying party or of its employees, contractors, or agents in performing its obligations under this agreement, provided however, that neither party hereto shall be liable to the other for any consequential damages arising out of its willful act, fault, omission, or negligence.

22. Bidder Inquiries

No negotiations, decisions, or actions will be executed by any bidder as a result of any oral discussion with any University employee or State Consultant. Only those transactions which are in writing, signed by **Chantel L. Williams, Interim Director of Purchasing, will be considered as valid.** Likewise, the University will only consider communication from bidders, signed and in writing, to the **Purchasing Department, Post Office Box 9534, Baton Rouge, Louisiana 70813, Attention: Chantel L. Williams. Please note that all inquiries sent via mail/fax/email should be sent (7) calendar days prior to bid opening unless otherwise specified.**

23. Fair Labor Standards Act

Contractor shall be in compliance with the **Fair Labor Standards Act 29 USC 201-6**; Establishes minimum wage, overtime pay, equal pay, recordkeeping, and child labor standards for employees or in the production of goods for interstate commerce. **By signing and submitting this bid, bidder certifies that its company, any subcontractors, or principals thereof is in accordance with said compliance.** United States Department of Labor website: www.dol.gov/esa

24. Davis-Bacon Act (\$2,000 or more)

Contractor shall be in compliance with the **Davis-Bacon Act, 40 USC 276A-7**; ensures that laborers and mechanics employed pursuant to federally funded construction contracts, subcontracts and construction under Federal grants, will be paid wages as determined by the U.S. Secretary of Labor. **By signing and submitting this bid, bidder certifies that its company, any subcontractors, or principals thereof is in accordance with said compliance.** United States Department of Labor website: www.dol.gov/esa

_____ Federal Funded XX Non-Federal Funded

25. Small Business Entrepreneurship Programs

The Southern University System is a participant in the Louisiana for the Small Entrepreneurships Program (the Hudson Initiative) and the Louisiana Initiative for Veterans and Service-Connected Disabled Veterans-Owned Business Small Entrepreneurships. Bidders are encouraged to consider participation. A list of certified vendors and additional information can be obtained from website <http://www.ledsmallbiz.com>. Potential participants may also register at this website.

26. Public Work Projects (R.S. 38:2227)

In accordance with the provisions of R.S. 38:2227; in awarding public works projects, any public entity is authorized to reject a proposal or bid, or not award the contract, to a business in which any individual with an ownership interest of ten percent (10%) or more, has been convicted, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime.

27. Tobacco-Free Policy

The use of tobacco products on any Southern University campus is prohibited by students, staff, faculty or visitors in all campus buildings, facilities, or property owned or leased by Southern University System and outside areas of the campus where non-smokers cannot avoid exposure to smoke; on campus grounds, facilities, or vehicles that are the property of the campus; and at lectures, conferences, meetings, and social and cultural events held on school property or school grounds. The sale or free distribution of tobacco products, including merchandise on campus or at school events is prohibited.

28. Equal Opportunity Employer

Southern University and A&M College Systems of the State of Louisiana is an equal opportunity employer and looks to its contractors, sub-contractors, vendors, and suppliers to take affirmative action to effect this commitment in its operations. By submitting and signing this bid, the bidder certifies that he agrees to adhere to the mandates dictated by Title VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Section 303 of the Rehabilitation Act of 1973; Section 202 of Executive Order 11246, as amended; and the Americans with Disabilities Act of 1990. Bidder agrees that he will not discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, disability, veteran status, or any other non-merit factor. Bidder further agrees to keep informed of and comply with all Federal, State, and local laws, ordinances, and regulations which affect his employees or prospective employees. Any person who is a "Qualified Individual with a Disability" as defined by 42 USC 12131 of the American with Disabilities Act who has submitted a bid on this procurement and who desires to attend the bid opening, must notify this office in writing no later than seven (7) working days prior to the bid opening date of their need for special accommodations. If the requested accommodations cannot be reasonably provided, the individual will be so informed prior to the bid opening.

29. Code of Ethics

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

30. Vendor Forms/SU Signature Authority

The terms and conditions of the SU solicitation and purchase order/contract shall solely govern the purchase agreement, and shall not be amended by any vendor contract, form, etc. The University's chief procurement officer, or designee, is delegated sole authority to execute any vendor contracts, forms, etc. Departments are prohibited from signing any vendor forms.

31. Prosecution of Work:

The work is to be done when Southern University is in operation. The contractor shall, therefore, plan the repairs and installation in specifications so as not to interfere with normal operations of the facility and shall exert effort to expedite completion of the work once it has started. It is intended that the work shall be done during normal working hours, however, should work require overtime (Saturday, Sunday and/or night working hours), the cost must be borne by the contractor at no extra compensation from the Owner (Southern University).

32. Termination of the Contract for Convenience

The State may terminate the contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

33. Termination for Cause

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Owner to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the Owner to cure the defect.

34. Auditors

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of contractor which relate to this contract.

35. Awarded Products/Unauthorized Substitutions

Only those awarded brands and numbers stated in the SU contract are approved for delivery, acceptance, and payment purposes. Any substitutions require prior approval of the Purchasing Office. Unauthorized product substitutions are subject to rejection at time of delivery, post-return at vendor's expense, and non-payment.

36. Acceptance

Upon written notice by the Owner to the Division of Administration, a Notice by Owner of Acceptance of Work will be executed and forwarded to the Contractor for recording with the Clerk of Court in the parish in which the work has been performed and shall furnish a clear Lien Certificate from the Clerk of Court (to the owner along with final invoice) forty-five (45) days after recordation of acceptance. Final payment of ten percent (10%) will be made at this time.

37. Guarantee

It is the intention of the specifications to secure a first-class permanent material and construction and to this end, Contractor will be held responsible for and must correct defects discovered in the work within one (1) year from acceptance. Should any materials or methods be called for, of such nature to render this guarantee impossible, written notice to this effect should be given Owner (Southern University) before signing contract and/or beginning of work; failure to do this will be construed as agreement to the strictest terms of the guarantee.

38. Clean-Up

The Contractor will be directed during the progress of work to remove and properly dispose of the resultant and debris. Upon completion, Contractor shall remove all equipment, unused materials and debris and will leave the premises in a clean and first-class condition.

39. Examination of Site

Each bidder will visit the site of the proposed project and will fully acquaint himself with conditions relating to construction and labor so that he may fully understand the facilities, difficulties and restrictions attending the execution of work under this contract. No consideration or allowance will be granted the Contractor for failure to visit the site or for any alleged misunderstanding of the materials to be furnished or the work to be done.

40. Bonds

The University Reserves the right to require a bid bond and/or a performance and payment bond on any award more than 25,000

41. Anti-Kickback Clause

The Contractor hereby agrees to adhere to the mandate dictated by The Copeland "Anti-Kickback" ACT which provides that each Contractor or Subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

42. Clean Air Act

The Contractor hereby agrees to adhere to the provisions, which require compliance with all applicable standards, orders or requirements issued under Section 306 of the CLEAN AIR ACT which prohibits the use under non-exempt contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

43. Clean Water Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

44. Energy Policy and Conservation Act

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

45. Anti-Lobbying and Debarment Act

The Contractor will be expected to comply with federal statutes in the Anti-Lobbying Act and The Debarment Act.

46. Signature Authority

L. R.S. 39:1594 (C)(4), requires the soliciting entity to require bidders to submit evidence of authority to submit the bid.

Louisiana Revised Statutes 39:1594 (C)(4) provides as follows:

(4) Evidence of agency, corporate, or partnership authority shall be required for submission of a bid to the division of administration or the state of Louisiana. The authority of the signature of the person submitting the bid shall be deemed sufficient and acceptable if any of the following conditions is met:

(a) The signature on the bid is that of any corporate officer listed on the most current annual report on file with the secretary of state, or the signature on the bid is that of any member of a partnership or partnership in commendams listed in the most current partnership records on file with the secretary of state.

(b) The signature on the bid is that of an authorized representative of the corporation, partnership, or other legal entity and the bid is accompanied by a corporate resolution, certification as to the corporate principal, or other documents indicating authority which are acceptable to the public entity.

(c) The corporation, partnership, or other legal entity has filed in the appropriate records of the secretary of state in which the public entity is located, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts. Such document on file with the secretary of state shall remain in effect and shall be binding upon the principal until specifically rescinded and canceled from the records of the respective offices.

A copy of the applicable signature authority document must be submitted with Bid.

Company: _____

Signature: _____

Evidence of authority to submit the bid shall be required in accordance with R.S. 39:1594 (c)(4)

Print: _____

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,